

EXHIBIT 8

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”), dated as of _____, 2017, is entered into by and between (i) **Petróleos de Venezuela, S.A.**, a company duly organized and existing under the laws of the Bolivarian Republic of Venezuela (“PDVSA”), and (ii) **Exxon Mobil Corporation**, a company organized and existing under the laws of the state of New Jersey, U.S.A. (“Exxon”). PDVSA and Exxon are individually referred to as a “Party” and collectively as the “Parties”.

WHEREAS, the Parties are interested in exploring potential opportunities to jointly develop one or more projects in the Venezuelan oil and gas industry (each, a “Potential Joint Project”).

WHEREAS the Parties wish to enter into this Agreement in order to provide for the exchange of information in connection with their evaluation of such Potential Joint Projects.

NOW, THEREFOE, in consideration of the premises, the Parties hereby agree as follows:

1. **Confidential Information.** For the purposes of this Agreement, the term “Confidential Information” shall mean all information (whether oral or contained in a written or other tangible medium) furnished (whether before, on or after the date hereof) by PDVSA or any of its Affiliates, or by any of the directors, officers, employees, agents or representatives (including, without limitation, financial advisors, attorneys and accountants) of PDVSA or any of its Affiliates (collectively, the “PDVSA Representatives”) to Exxon or any of its Affiliates, or to any of the directors, officers, employees, partners, agents or representatives (including, without limitation, financial advisors, attorneys and accountants) of Exxon or any of its Affiliates (collectively, the “Exxon Representatives”) in connection with any Potential Joint Project, and all analyses, compilations, forecasts, studies or other documents prepared by Exxon Representatives which contain or reflect any such information. The term Confidential Information shall not include information which: (i) is, was or has become publicly available other than as a direct or indirect result of a disclosure by Exxon or any Exxon Representative in violation of this Agreement, (ii) is, was or has become available to Exxon on a non-confidential basis from a source (other than PDVSA, a PDVSA Affiliate or a PDVSA Representative) which, to the best of Exxon’s knowledge after due inquiry, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation, or (iii) Exxon can show was independently developed by Exxon or any Exxon Representative without reference to or reliance on any Confidential Information. For purposes of this Agreement, the term “Affiliate” shall mean any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified; a “Person” shall mean any individual, partnership, limited liability company, corporation, trust, estate, joint venture, association or unincorporated organization, or other form of business or professional entity; and “control” of a Person shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

2. Obligation of Confidentiality. Exxon agrees that it and each Exxon Affiliate and Exxon Representative (i) shall keep the Confidential Information confidential and shall not, without PDVSA's prior written consent, disclose any Confidential Information in any manner whatsoever (except as required by applicable law, regulation or legal or regulatory process, and only after compliance with Paragraph 5 below), and (ii) shall not use any Confidential Information other than in connection with its evaluation of any Potential Joint Project; provided, however, that Exxon shall be entitled to reveal the Confidential Information to the Exxon Representatives (a) who need to know the Confidential Information for the purpose of evaluating any Potential Joint Project, and (b) who have been informed by Exxon of the confidential nature of the Confidential Information. The Confidential Information provided shall remain the property of PDVSA and/or its Affiliates, as the case may be.

3. Responsibility for Exxon Representatives. Exxon shall require each Exxon Representative to acknowledge and be bound by, and act fully in accordance with, the terms of this Agreement, and to acknowledge that PDVSA shall be entitled to enforce the terms of this Agreement against such Exxon Representative. Exxon shall direct each Exxon Representative to observe the terms of this Agreement, and shall be liable for any breach of this Agreement by any Exxon Representative, regardless of whether such Exxon Representative continues to be an Exxon Representative at the time of the breach. Exxon further agrees that it shall not, and shall instruct each Exxon Representative not to, copy or reproduce in any manner the Confidential Information except to the extent that such copies or reproductions are required for the evaluation of any Potential Joint Projects.

4. Non-Disclosure of Agreement or Discussions. No Party nor any of its representatives shall, without the prior written consent of the other Party, disclose to any Person the existence of this Agreement or the fact that the Parties are considering any Potential Joint Project or that the Confidential Information exists or has been made available.

5. Obligations in the Event of Required Disclosure. If Exxon or any Exxon Representative is required by applicable law, regulation or legal or regulatory process or is requested by a governmental agency, regulatory authority, court or arbitral tribunal, to disclose any of the Confidential Information, Exxon and, as the case may be, the Exxon Representative shall, to the extent it is legally permitted to do so, (i) take all reasonable steps to preserve the privileged nature and confidentiality of the Confidential Information, including requesting that the Confidential Information not be disclosed to non-parties or the public, (ii) promptly notify PDVSA so that, in PDVSA's sole discretion, PDVSA or its Affiliates may seek a protective order or other appropriate remedy, and (iii) cooperate with PDVSA to obtain such protective order or remedy. In the event that no such protective order or other remedy is obtained, Exxon agrees that it or the Exxon Representatives, as the case may be, shall furnish only that portion of the Confidential Information which Exxon or the relevant Exxon Representative is legally required by applicable law, regulation or legal or regulatory process to deliver, and shall exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

6. Return, Destruction or Deletion of Confidential Information. If Exxon decides not to pursue or proceed with any Potential Joint Projects, it shall promptly notify PDVSA in writing of that decision. At the request of PDVSA, Exxon shall promptly, with respect to all

Confidential Information in the possession or control of Exxon or the Exxon Representatives, (i) destroy or deliver to PDVSA all such Confidential Information in any tangible medium, and (ii) delete all such Confidential Information stored in any intangible medium, in each case at Exxon's own expense, followed by confirmation to PDVSA in writing of such destruction or deletion, provided that, if for any reason (including, without limitation, document retention policies or regulations, applicable law, regulation or legal or regulatory process requirements, information retained as part of electronic back-ups, etc.), Exxon or any Exxon Representative retains any Confidential Information, such Confidential Information not returned, destroyed or deleted as provided herein shall continue to be subject to the confidentiality obligations set forth in this Agreement. Any oral Confidential Information relating to any Potential Joint Project will also continue to be subject to the terms of this Agreement.

7. No Representations or Warranties. Exxon acknowledges and agrees that each of PDVSA and the PDVSA Representatives expressly disclaims and does not make any express or implied representation or warranty as to the accuracy or completeness of any of the Confidential Information, and Exxon agrees that neither PDVSA nor any PDVSA Representative will have any liability whatsoever relating to the Confidential Information or for any errors or inaccuracies therein or omissions therefrom. Exxon further agrees that it (i) is not entitled to rely on the accuracy or completeness of any Confidential Information and (ii) shall be entitled to rely solely on such representations and warranties as may be contained in any Definitive Documents (as defined below), subject to such qualifications, disclaimers, limitations and restrictions as may be contained therein.

8. Communications. The Parties agree that all (i) communications regarding any Potential Joint Project, (ii) requests for access to information from PDVSA or any PDVSA Representative, tours of facilities or management meetings with PDVSA or any PDVSA Representative in connection with any Potential Joint Project, to be provided or granted to Exxon or any Exxon Representative, and (iii) discussions with or inquiries to PDVSA or any PDVSA Representative regarding any Potential Joint Projects, will be submitted only by the authorized contact persons listed below, and directed only to the authorized contact persons listed below and no other Person.

Authorized contact persons:

PDVSA: [*]
[Address]
Tel.: [*]
Fax: [*]
Email: [*]

Exxon: [*]
[Address]
Tel.: [*]
Fax: [*]
Email: [*]

9. No Obligation to Enter Into Any Potential Joint Project. Exxon and PDVSA acknowledge and agree that this Agreement does not grant any right whatsoever to, or impose any obligation whatsoever on, PDVSA, Exxon or any of their respective Affiliates to carry out any Potential Joint Project. Nothing contained in this Agreement shall prohibit or limit either Party or any of its Affiliates from, in its sole discretion, rejecting any and all proposals made by the other Party or on its behalf with regard to any Potential Joint Project, terminating discussions and negotiations with the other Party at any time and for any or no reason, and entering into any agreement with any other Person without notice to the other Party or any of its representatives, at any time and for any reason. Each Party also acknowledges and agrees that (i) the Parties shall have no legal obligation of any kind whatsoever with respect to any Potential Joint Project (except for the obligations of confidentiality set forth in this Agreement) unless and until a written definitive agreement implementing any Potential Joint Project and all other necessary definitive transaction documents (collectively, "Definitive Documents") are executed and delivered by the parties to a Potential Joint Project, (ii) only those terms set forth in the Definitive Documents shall govern any transaction between the Parties, (iii) Exxon's decision to enter into the Definitive Documents shall be based on Exxon's own separate and independent investigation, analysis and assessment, and (iv) the closing of any transaction pursuant to the Definitive Documents will be conditioned upon the parties thereto obtaining all necessary corporate approvals (including, but not limited to, the final approvals of the boards of the parties) and all necessary governmental approvals, for such Potential Joint Project.

10. Nature of Agreement. The Parties are independent entities and nothing contained in this Agreement shall be deemed or construed as creating a relationship of partnership, association, principal and agent or joint venture by or between the Parties or any of their respective Affiliates. Nothing in this Agreement shall be construed in any way as creating an exclusive relationship between the Parties or any of their Affiliates. The Parties acknowledge and agree that neither Party nor any of its Affiliates shall have any right or authority to assume or create any obligation or responsibility on behalf of the other Party or any of its Affiliates, or to bind the other Party or any of its Affiliates in any manner whatsoever even if such actions are taken for the benefit of the other Party or any of its Affiliates. The Parties further acknowledge and agree that entering into this Agreement or furnishing or receiving Confidential Information hereunder shall not constitute an offer, acceptance or promise of any future agreement or to amend any existing agreement.

11. Legal Action. Exxon acknowledges that in the event of any actual or threatened breach of this Agreement by Exxon or any Exxon Representative, PDVSA, on behalf of itself and its Affiliates, shall be entitled (without prejudice to any other rights and remedies otherwise available to PDVSA and/or its Affiliates) to enjoin Exxon and/or any Exxon Representative from disclosing the Confidential Information or from otherwise using the Confidential Information in breach of this Agreement, and Exxon agrees to the granting of injunctive relief without proof of actual damages. In the event of litigation relating to this Agreement, the losing Party shall reimburse the prevailing Party for its reasonable legal fees and expenses in connection with such litigation.

12. Governing Law and Dispute Resolution. This Agreement is for the benefit of PDVSA and its Affiliates, and shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law rules thereof that would result

in the application of the laws of any other jurisdiction. Other than with respect to injunctive relief, which PDVSA shall be entitled to obtain before any court or tribunal, (i) any dispute, controversy or claim against Exxon arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules, and in any such arbitration, the number of arbitrators shall be three, the place of arbitration shall be Paris, France, and the language to be used in the arbitral proceedings shall be English, and (ii) any dispute, controversy or claim against any Exxon Representative arising out of or relating to this Agreement may be brought in any court of competent jurisdiction.

13. No Waiver. Exxon agrees that no failure or delay by PDVSA in exercising any right, power, or privilege hereunder, nor any partial exercise thereof, shall operate as a full or partial waiver thereof.

14. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

15. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which, when taken together, shall constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by e-mail in pdf format shall be effective as delivery of a manually executed counterpart of this Agreement.

16. Entirety of Agreement; Amendments. This Agreement constitutes the entire agreement between Exxon and PDVSA regarding the subject matter hereof and replaces, supersedes and merges all prior communications, understandings and agreements between the Parties, whether oral or written, expressed or implied, with respect thereto. No modifications of this Agreement or waiver of the terms and conditions hereof will be binding upon Exxon or PDVSA, unless approved in writing by Exxon and PDVSA.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

PETRÓLEOS DE VENEZUELA, S.A.

EXXON MOBIL CORPORATION

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____